

Martin Luther King Community Center

Terms and Lease Agreement

SECTION 1: RIGHT TO ALTER REGULATIONS AND RENTAL RATES

The Department of Recreation reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time. The Department of Recreation reserves the right to cancel any reservation for the use of the Community Center due to local, state or federal emergency needs. A full refund will be given in this event. The user may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

SECTION 2: AUTHORITY

Violation of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which impact future use of the facility.

The Department of Recreation Management, hereinafter referred to as management shall have full responsibility for the operation of the Community Center and shall act on behalf of the City of McComb. The management shall be authorized to enter into agreements subject to the rental schedule contained in these regulations and subject to Sec. 1 (above). The right is reserved by the Recreation Director or other duly authorized representatives of the City of McComb to enter the Community Center and all parts thereof at all times.

SECTION 3: RENTALS AND RENTAL AGREEMENT

All rentals of the Community Center facilities will require a signed rental agreement between the lessee and the Department of Recreation through its duly authorized representatives. **No oral agreements for the use of the Community Center will be valid.**

SECTION 4: RESERVATION INFORMATION

- A. Reservations will be taken at the offices of the McComb Sports Park, Monday through Friday, except for official holidays, between the hours of 8:00 A.M. until 12:00 Noon and 1:00 P.M. until 5:00 P.M. Correspondence or requests for information need to be mailed to the following address:

Department of Recreation
701 South Magnolia St.
Or
City of McComb
P.O. Box 667
McComb, MS 39649

Telephone reservations and information may be obtained by: 601-684-3056

- B. The Community Center will be rented on a first-come, first-serve basis. Reservation request conflicts will be resolved by the Recreation Director or his authorized Representative.

- C. Reservation Confirmation: A reservation for the Community Center will be considered confirmed only upon receipt of a signed Lease Agreement accompanied by the prescribed minimum down payment or other appropriate fee as described herein.

D. Telephone reservations will be accommodated by the Department of Recreation. All such verbal reservations must also be confirmed in accordance with the reservation confirmation procedures no later than 5 (five) calendar days following the issuance of the Rental Agreement. **If the signed rental agreement is not returned within five calendar days following the issuance of the rental agreement, the reservation is automatically void.**

E. RESERVATION TIME LIMITS AND CONDITIONS

The Community Center may be reserved no more than 1 year in advance. The full rental deposit is required to secure the reservation date in accordance with the Reservation Confirmation procedures.

TWO (2) WEEKS PRIOR TO EVENT:

Absolutely NO reservations may be made later than TWO WEEKS prior to requested date.

F. Reservation of the entire Community Center facilities for functions or events above will be eligible to charge admission fees (set by lessee) for access to the parking areas with prior approval of the Director of the Department of Recreation or his designee.

G. CANCELLATION TERMS AND CONDITIONS FOR THE COMMUNITY CENTER

14 DAYS PRIOR TO EVENT:

If **WRITTEN** notice is give 14 days prior to the event Lessee may receive a full refund. Cancellation by the Lessee less than (14) fourteen days prior to scheduled event will result in loss of deposit.

SECTION 5: RENTAL HOURS

A. **The Community Center will be available for rental between the hours from 8:00 a.m. and 10:00 p.m. which shall constitute a rental day.**

B. The Community Center facilities will be leased on a daily basis. A schedule of arrival and departure times must be submitted (2) two weeks prior to the event date.

C. All late-night usage of facilities must end no later than 10:00 p.m. Lessee, bands, DJs, caterers and all occupants must vacate the facilities no later than 10:30 p.m. Failure to leave the premises within the 30 minute grace period (10:00 p.m. to 10:30 p.m.) will result in a later hours extension charge being assessed and will be grounds for refusal of future facility lease to the lessee. Some late night events may require police security to remain on duty until facilities are completely vacated and the building can be closed.

SECTION 6: RENTAL RATES

Pre-Event and Post Event Meeting

- A. It is mandatory that the Lessee arrange a pre-event meeting with the facility manager, a minimum of five (5) days prior to the event.
- B. All requirements, seating arrangements, and special equipment needs; entry and exit times will be scheduled.
- C. Post event meeting can be scheduled to go over lessons learned and improvement issues.

SECURITY FEES: \$15/hr. required for all events/meetings scheduled after 5:00 p.m. (M-F) and or on Weekends (Saturday & Sunday) at the **Department of Recreation management's discretion.**

Security may be required for meetings during business hours (8-5, M-F) at the Department of Recreation management's discretion.

All Security fees will be added to the rental charges to be paid by the Lessee.

Any reservation request beyond one of the established packages will require a scheduled meeting/appointment with MRD. The request must be in writing.

MLK PACKAGES**RATES DEPOSIT**

<u>1</u>	Full Package: All Day (8:00am to 10:00pm) Rooms Included: Main Room, Kitchen, Meeting Room, Office 2, Office 3, All Restrooms Rooms Not Included: Two Classrooms	\$725	\$200
<u>2</u>	Full Package: 6 Hours (Your Choice of Beginning Time with no start time later than 4:00pm) Rooms Included: Main Room, Kitchen, Meeting Room, Office 2, Office 3, All Restrooms Rooms Not Included: Two Classrooms	\$545	\$200
<u>3</u>	Meeting Room and Kitchen: All Day (8:00am to 10:00pm)	\$400	\$100
<u>4</u>	Meeting Room and Kitchen: 6 Hours (Your Choice of Beginning Time with no start time later than 4:00pm)	\$300	\$100
<u>5</u>	Meeting Room and Kitchen: 3 Hours (Your Choice of Beginning Time with no start time later than 7:00pm)	\$225	\$100
<u>6</u>	Meeting Room Only: All Day (8:00am to 10:00pm)	\$350	\$100
<u>7</u>	Meeting Room Only: 6 Hours (Your Choice of Beginning Time with no start time later than 4:00pm)	\$250	\$50
<u>8</u>	Meeting Room Only: 3 Hours (Your Choice of Beginning Time with no start time later than 7:00pm)	\$150	\$50
<u>9</u>	Main Room and Kitchen: All Day (8:00am to 10:00pm)	\$600	\$150
<u>10</u>	Main Room and Kitchen: 6 Hours (Your Choice of Beginning Time with no start time later than 4:00pm)	\$450	\$100
<u>11</u>	Main Room and Kitchen: 3 Hours (Your Choice of Beginning Time with no start time later than 7:00pm)	\$330	\$100
<u>12</u>	Main Room Only: All Day (8:00am to 10:00pm)	\$525	\$150
<u>13</u>	Main Room Only: 6 Hours (Your Choice of Beginning Time with no start time later than 4:00pm)	\$420	\$100
<u>14</u>	Main Room Only: 3 Hours (Your Choice of Beginning Time with no start time later than 7:00pm)	\$300	\$100
<u>15</u>	Full Package: Multi-Day Use (Consecutive Days Only) (2nd Day) (3rd Day) & All following Consecutive Days	\$545 \$435	\$50 \$50

SECTION 7: ADDITIONAL FEES:

A. DEPOSITS REQUIRED PER FACILITY:

To cover damages, early entry, late hours extensions, accessory items and any other usage fees:

See Package listing for Deposit amounts.

All required deposits will be included in the rental contract total. Refunds of deposits will be made, minus reasonable deductions for excessive clean-up, late hours extension, accessory items or damages, within 30 days after rental.

Additional fees will be charged for **EXCESSIVE CLEANING** required (to be determined by Department of Recreation) such as, but not limited to, damaged or stained flooring or walls, etc. or for damage and/or repair costs in excess of the deposit paid.

B. An increase in the deposit amount may be added by the Department of Recreation management depending on the type of activity or event. All parties must agree on the deposit amounts and fees at the time the rental agreement is signed.

RETURNED CHECKS/INSUFFICIENT FUNDS:

Any check returned for any reason non-paid from the bank will result in a \$40.00 handling fee. Checks must be picked up and paid for by Bank Draft, Money Order or Cash. Such occurrences will result in future rental payments being accepted only by Bank Draft, Money Order or Cash.

SECTION 8: CLEANING REQUIREMENTS

Lessee must clean up any and all trash, litter or decorations and remove any equipment within the contract lease period; otherwise, additional fees may be charged or deducted from deposits for the additional time used. Lessee is responsible for cleanup of the facility similar to pre-event condition. Lessee is responsible for cleaning the kitchen after usage (clean counter tops, mop floor and dispose of all trash from area into available receptacles outside). Failure to do so will result in forfeiture of deposit.

SECTION 9: ACCESS

A. Setup or Teardown Time: When choosing a Package lessee should allow for appropriate Setup and Teardown time.

B. Storage Fee: \$50.00 per day will be assessed to the lessee for materials and/or equipment remaining on the premises after a lease terminates.

C. Late Hours Extension Fee: For use beyond the contracted 30 minute grace period, assessed at the rate of \$25.00 per one-quarter hour (15 minutes) or any portion of one-quarter hour. **Never to pass 12:00 Midnight.** This charge will be deducted from Lessee's deposit and/or invoiced following the event.

D. KEYS: The Department of Recreation Management will not issue keys to the facility to any Lessee, service contractor or any other outside vendor. Recreation Department personnel will open and secure doors.

SECTION 10: FIRE & SAFETY REGULATIONS

The City of McComb Fire Code will be enforced at all events. Fire and Safety Regulations: Exits shall not be blocked or covered. Parking and unloading in the fire lanes in front of the Martin Luther King Center is not allowed. Fire lanes must remain clear at all times. Lighted candles can be used as decorations for banquets on the tables only if candles are completely enclosed in a glass container. Materials used in decorations or displays must be fire resistant. Violations of these rules and regulations will result in removal from facility property.

- a. **Absolutely no drinking of Alcoholic Beverages on City Park Property.**
- b. **Absolutely no Smoking on City Park Property.**
- c. Use or possessions of illegal, or controlled substances or a lookalike and/or firearms of any kind is prohibited; violators will be prosecuted.
- d. No speeding or reckless use of vehicles or equipment will be permitted.
- e. Exit doors may not be blocked with equipment, display materials, etc.
- f. Regular exit doors, walkways and fire extinguishers shall not be blocked.
- g. Marked fire lanes will be kept open at all times.

Fire Detection and Reporting System: Upon activations of heat/smoke detector in the Martin Luther King Center an audible alarm will sound in the building and alarm notification will go to the McComb Fire Department. If you discover a fire, contact the facility manager or call 911. The Martin Luther King Center administrative office becomes the command post in all emergency situations.

Building Capacities of all facilities are posted in the buildings and will be enforced by the Fire Marshall at all events. It is the Lessee's responsibility to conform to these capacity ratings.

BUILDING OCCUPANT CAPACITIES:

Main Hall – 125 with tables & chairs / 225 with chairs only

Meeting Room – 30 with chairs

SECTION 11: SETUPS AND DECORATIONS

- A. Assistance for planning seating arrangements is available through the Department of Recreation Office. All seating changes will be the responsibility of the Lessee.
- B. Community Center tables and chairs may be used in the Community Center building only. Tables and chairs are not permitted outside of the building.
- C. Tables and chairs are for exclusive use of the Lessee and will not be sublet by the Lessee.
- D. Decorating is the responsibility of the Lessee. Decorations may be of any type or design as long as installation and placement does not interfere with emergency ingress or egress, violate the fire code or cause damage to the Community Center. Decorations may be freestanding only; tape, pins, tacks, staples are not allowed. **No decorations may be attached to the walls.** Balloons may be used in the free standing decorations. Decorations may not be hung from ceilings. The Community Center does not provide devices for attachment of decorations.

SECTION 12: INSURANCE (when needed)

The Lessee shall be required to obtain policies of insurance issued by companies authorized to do business in the State of Mississippi. The Insurance policies shall contain an endorsement providing Contractual Liability coverage to insure the liability assumed herein. Lessee must also provide Certificates of Insurance (Liability), naming the City of McComb as an additional insured in the following amounts:

- A. Comprehensive General Liability – (Including spectator liability) providing the following limits:

A Combined single limit policy form (Bodily Injury and Property Damage limits combined) of \$300,000.00 per occurrence, or...

Bodily Injury Liability - \$300,000.00 per occurrence
Property Damage Liability - \$100,000.00 per occurrence

The manager shall be provided with a Certificate evidencing all such insurance as specified herein, and any other insurance which the City of McComb may require.

The Recreation Director or his designee may waive or reduce the insurance requirement in certain instances where the general public will not be in attendance at a particular program or where a particular program or event involves limited exposure to liability.

SECTION 13: LIABILITY FOR LESSEE'S PROPERTY

Neither the City of McComb, nor its employees shall be liable for any loss, damage or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling, and storage of such materials with the Department of Recreation.

SECTION 14: ADVERTISING OF EVENTS

- A. All advertising of paid attractions must state total admission prices. **The Lessee shall not announce events scheduled at the Community Center until contracts have been properly approved and executed by the Department of Recreation management.**
- B. Commercial advertising, whether promotion of a product, service, or endorsement of Lessee's event is permitted with Department of Recreation approval.
- C. The Department of Recreation reserves the right to display notices of future events. Lessee must provide the Department of Recreation management with promotional material at least two weeks prior to the date of any event for it to be included in any display.

Signs may only be posted on Bulletin Boards provided for such use within the Community Center. All such advertisements must relate to the event to be held on the premises. At no time shall any such advertising matter be distributed or circulated on parking facilities or walkways adjacent to the facility.

SECTION 15: OBSERVANCE OF LAWS AND REGULATIONS

The Lessee shall comply with all city, county, state and federal laws, and with regulations pertaining to the Martin Luther King Community Center. Violations by the Lessee or its agents or employees may result in cancellation of the Lease and/or discontinuation of use of the facility.

SECTION 16: OBJECTIONABLE CONDUCT

Any person at the Community Center whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by the Department of Recreation Personnel of designated representative or any police officer.

1. Intoxication
2. Use of abusive, indecent, profane or vulgar language
3. Making offensive gestures or displays
4. Abusing or threatening another person in an obviously offensive manner or fighting with another person
5. Vandalism

The Lessee for the event at which any such ejection occurs shall hold harmless, indemnify and defend the City, its officers, agents and employees against any claim related to any such ejection.

SECTION 17: OBSTRUCTION OF ACCESS

No portions of the sidewalks, entries, walkways, passageways, doors, aisles, vestibules or other ways of access to the public utilities of the premises shall be permitted to be obstructed, nor shall any windows, ventilators or lighting fixtures be obstructed.

SECTION 18: ABANDONED EQUIPMENT OR ARTICLES

The City shall not be held responsible for property left on the premises. Said articles shall remain on the Community Center premises for (7) seven days and then shall be deemed abandoned by the Lessee and may be disposed of by the Department of Recreation. The City assumes no responsibility for losses of property when such losses are caused by theft or disappearance.

SECTION 19: SOLICITATIONS

No Lessee shall solicit or collect donations at the Community Center without approval of the Department of Recreation.

SECTION 20: COPYRIGHT INFRINGEMENT

The Lessee must accept all responsibility for, and hold harmless, indemnify and defend the City of McComb, from any liability or expense arising out of the use of any compositions of members of the American Society of Composers, Authors and Publishers, or any other copyright owner, that shall be performed in connection with any use of the Community Center whether amplified, televised or otherwise not in the form of a mechanical recording or personal rendition, unless the sponsor of the program has first paid any fee required; and the Lessee shall provide satisfactory evidence of such payment to the Department of Recreation prior to such program.

SECTION 21: CONVENTIONS

- A. The management may negotiate to lease any of the Community Center facilities to any corporation, association, club or society during a State, or Regional seminar or meeting session thereof, which is a Convention of Record.
- B. The management reserves the right to waive reservations regulations contained in Section 4 in order to negotiate a lease to a Convention of Record as defined in Part (A) above.

SECTION 22: BASIC SERVICE

- A. The Martin Luther King Community Center's rental includes the following services as required for any event:
 - 1. Electricity (wall outlets)
 - 2. Lights
 - 3. Water
 - 4. Public Address System

5. Heat and/or Air Conditioning
6. Table/Chair Setups
7. Stage

- B. Failure to furnish any of the services as noted in Subsection A above resulting from circumstances beyond the control of the Community Center will not be considered breach of contract by the City.

SECTION 23: BASIC REQUIREMENTS AND CLEANUP

User of the Community Center agrees to:

1. Clear tables of any debris and food
2. **Bag and remove trash to outside containers.**
3. Use of nails, tacks, staples or tape to decorate walls is strictly prohibited. (Wall decorations are not permitted.)
4. Remove all decorations and personal belongings at end of event.
5. No tape such as duct, electrical or other is allowed on floors.
6. Pick up trash in parking lot
7. Clean up spills on tables, chairs and floors
8. All guests are the responsibility of the renter and should remain inside the room of the event, unless using facilities outside of rented area. **Smoking in the building or outside the building of City property is prohibited.**

All required deposits will be included in the rental contract total. Refunds of deposits will be made, minus reasonable deductions for excessive clean-up, late hours extension, accessory items or damages, within 30 days after rental. The deposit will be mailed to the renter, or may be picked up at the Department of Recreation Office at 701 S. Magnolia St. once notice has been made to the renter.

SECTION 24: FOOD AND BEVERAGE SERVICE

- A. No alcoholic beverage will be allowed in the Martin Luther King Center or on City Park property. Full deposits will be forfeited for non-compliance as well as possible discontinuation of the event. The Lessee is responsible for their guests and should encourage them to obey the rules and regulations agreed upon in their rental agreement.
- B. Food and beverage can be catered at the facility. Food preparations can be done at the facility under the supervision of Department of Recreation personnel or designated representative.
- C. The Department of Recreation Management will not allow food and beverage to be sold at the facility. All matters concerning food and beverage must be considered with the Department of Recreation Management and the kitchen manager.

ABSOLUTELY NO SMOKING IS PERMITTED IN THE COMMUNITY CENTER. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE. PLEASE NOTIFY GUESTS OF THIS REGULATION. SMOKING ON CITY PARK PROPERTY IS A VIOLATION OF A CITY ORDINANCE.

City of McComb

Department of Recreation

Martin Luther King Community Center Lease Agreement

This agreement, entered into on _____, 20____ is between the City of McComb, Mississippi, acting by and through its designated agent, hereinafter referred to as **CITY** and:

Company/Group/Individual: _____

Authorized Agent: _____

Address: _____

Two (2) Phone Numbers: _____

Hereinafter referred to as **LESSEE**. The **CITY** grants to **LESSEE** permission to use the following space for the purpose (s) and date (s) as shown below and upon all of the conditions set forth herein.

<u>DATE</u>	<u>HOURS</u>	<u>BRIEF DESCRIPTION OF USE</u>
_____	_____	_____

TWO WEEKS PRIOR _____ **YES** _____ **NO** / **DATE REQUESTED** _____

LESSEE agrees to furnish everything necessary to said event not hereinafter agreed to be furnished by the **CITY** and agrees to pay **CITY** for use of said space upon execution of this agreement (prior to the event date), and the sum of \$ _____, which is to be held in the form of a security deposit by the **CITY**.

Upon inspection by **CITY** to ensure satisfactory condition, cleanliness, and absences of any type of defacement to the Community Center Room after the completion of the event, the **LESSEE** will be reimbursed the deposit previously collected. It is the sole decision of the **CITY** to determine whether or not conditions merit return of the deposit in whole or in part.

CITY assumes no responsibility whatsoever for any property placed in the Martin Luther King Community Center or on the MLK Park Property by the **LESSEE**.

LESSEE shall pay for any damage to the Martin Luther King Community Center or its property or equipment or to the property of any person or entity resulting from the activities or use of the Martin Luther King Community Center by the **LESSEE** or **LESSEE'S** employees, agents, contractors, members, licenses, or invitees.

LESSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the **CITY** against any and all claims for loss, injury, or damage to persons or property including claims of employees of **LESSEE** or any contractor or subcontractor arising out of the activities conducted by the **LESSEE**, its agents, members or guests. The **LESSEE** shall, for certain types of events, may be required to furnish satisfactory evidence of general liability insurance, including a copy of the endorsement adding the **CITY** as an additional insured.

LESSEE agrees to cause said premises to be kept clean and generally cared for during said term.

LESSEE agrees not to post or exhibit any signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside of the Martin Luther King Community Center except in locations specifically and verbally approved by the **DEPARTMENT OF RECREATION**.

Either party may terminate this agreement and all obligations hereunder at any time by giving the other party written notice of such intention. If written notice of cancellation by the **LESSEE** is given fourteen (14) days prior to scheduled event, **LESSEE** may receive a full refund. If written notice of cancellation is by the **LESSEE** is given less than fourteen (14) days prior to the scheduled event, **LESSEE** shall receive no refund. No termination of this agreement shall release the **LESSEE** from any liability that accrued prior to said termination pursuant to this paragraph.

In the event that any portion of this contract is held invalid, the remaining provisions of the contract shall remain in full force and effect.

Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the **DEPARTMENT OF RECREATION**.

I agree to the terms and conditions as outlined in this Lease Agreement.

LESSEE

DEPARTMENT OF RECREATION

By: _____

Reviewed By: _____

Date: _____

Date: _____

EVENT INSURANCE:

SECTION 12:

YES _____ NO _____

If yes, attach copy. INITIAL HERE _____

Pre-Event Meeting

Date: _____ Time: _____

Post-Event Meeting

Date: _____ Time: _____

CHARGES

Deposit Amount: _____ Date Paid: _____

Rental Charges: _____ Date Paid: _____

Security Charges: _____ Date Paid: _____

Additional Charges: _____ Date Paid: _____

Description: _____

Total: _____

POST EVENT:

Amount of Deposit to be returned: _____

Comments: _____

Additional Charges: _____

Comments: _____

Kitchen use Contract and Release from Liability

Liability: I understand that if I am injured while acting as an unpaid member of the staff, I must depend on my own health insurance to provide for my care. I acknowledge that I am not an employee of City of McComb or the City of McComb Department of Recreation with respect to the matters covered by this document and, accordingly, I am not covered by Mississippi State Worker's Compensation Law.

KITCHEN DUTIES AND HAZARDS: I am aware that working in the kitchen can be a potentially hazardous activity. Those hazards include, but are not limited to, injuries from slips and falls; back injuries from lifting and standing; burns and cuts. I am voluntarily participating in these activities with the knowledge of the danger involved and therefore agree to personally accept, and be responsible for, all risks of injury or death and confirm this statement by **placing my initials here:** _____.

RELEASE: As consideration for being permitted by the City of McComb and the City of McComb Department of Recreation to participate in these activities and the use of their facilities, I hereby agree that I, my assignees, heirs, spouses, guardians, and legal representatives will not make a claim against, sue, or attach the property of the City of McComb and the City of McComb Department of Recreation or any of its agents, directors, employees, representatives, contractors, or volunteers from injury or damage resulting from the negligence or other acts, however caused, by any agent, director, employee, representative, contractor or volunteer of the City of McComb and the City of McComb Department of Recreation as a result of my participation. I hereby furthermore release the City of McComb and the City of McComb Department of Recreation and its agents, directors, employees, representatives, contractors, and volunteers from all actions, claims, or demands that I, my assignees, heirs, spouses, guardians, and legal representatives now have or may hereafter have from injury or damage, whether currently known or unknown, resulting from my participation. This release of liability and assumption of risk, in addition to covering any past occurrences, is intended to discharge in advance their respective successors and assigns from and against any and all liability arising out of or connected in any way with the City of McComb and the City of McComb Department of Recreation property, even though that liability may arise out of negligence or carelessness on the part of the persons or entities above mentioned, or any other cause.

I HAVE CAREFULLY READ THIS CONTRACT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE FROM LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF MCCOMB AND THE CITY OF MCCOMB DEPARTMENT OF RECREATION, AND I SIGN IT OF MY OWN FREE WILL.

Name (please print)_____

Signature:_____ Date: _____

Address:_____ City_____ Zip_____

Phone_____ E-mail_____

Layout of MLK Building: ONLY HIGHLIGHTED AREAS RENTED

